

**Application and Agreement for Use of District Property**

*NOTE: Please complete this form in duplicate and submit both copies to the School Principal for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization along with a contract prepared by the Board Attorney. The contract shall be signed by the designated representative of the using organization and returned to the School Principal. If the application is not approved, both copies will be returned.*

Name of Sponsoring Organization/Activity <u>Dixie Chixx Softball</u> Telephone <sup>502</sup> <u>525-1296</u>	
Representative's Name <u>David Craig</u>	
Address <u>5 Springmeadow Drive Carrollton Ky 41008</u>	
The above organization/individual requests the use of:	
<input type="checkbox"/> auditorium <input checked="" type="checkbox"/> gymnasium <input type="checkbox"/> dining room/kitchen <input checked="" type="checkbox"/> stadium <u>softball field</u> <input type="checkbox"/> classroom(s) _____ <input checked="" type="checkbox"/> other, specify <u>Conditioning Center</u>	
Is the organization planning to use District-owned equipment? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, specify equipment <u>Pitching Machine</u> Operator's Name <u>David Craig</u>	
Is the organization planning to conduct sales on school premises? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, give a complete description of what is being sold and how the proceeds will be used. <u>Different items will be sold to help fund Equipment, Tournaments &amp; Uniforms</u>	
Building/school/facility <u>CCMS Softball field + Conditioning Center CCMS Gym</u>	
Purpose <u>Softball Practice / Conditioning</u>	
Date(s) requested <u>ONGOING</u>	Time(s) Requested _____
Will public be admitted?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO - /
Will advertisement(s) be used?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Will admission be charged?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO - <u>only if we held a tournament</u>

**When using school facilities, this organization agrees to observe the following:**

- To schedule with the building Principal the time(s) District property is to be used.** It is understood that the Superintendent/designee may cancel the use of the room or building at any time such use interferes with regular school activities.
- To be legally responsible for any and all damage to individuals and school equipment, building(s), grounds, or facilities, resulting from use by the organization.** To this end, the organization that is not school-related may be required to procure sufficient liability insurance to indemnify the Board, school officers, and employees for any injuries or property damage that might occur during the organization's use of the facilities. The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.
- To provide appropriate equipment for the use of District property.** When gymnasiums are used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
- To abide by the requirements of Board Policies 05.3 and 05.31 (see attached).** Disregard of the rules and regulations governing the use of the school buildings, equipment, and facilities shall result in the refusal of the Board to grant the offending organization further use.
- To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.**


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**FEE SCHEDULE**

The organization agrees to pay the applicable fee(s) for the use of District facilities.

	# of Employees Required	# of Hours	Hourly Rate (Overtime at 1.5 times)	Total
Custodians				
Food Service Employees				
Supervisory Personnel				
Other _____				
TOTAL PERSONNEL CHARGE				

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium at <u>CCMS</u> school				
Auditorium at _____ school				
Cafeteria - <input type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both at _____ school				
Classroom(s) Number _____ at _____ school				
Stadium at <u>CCH</u> school				
Other Property at <u>CCH - Cond. Center</u> school				

  
 \_\_\_\_\_  
 Signature - Representative of User Group  
 \_\_\_\_\_  
 Signature - Superintendent/designee CCMS

4/8/13  
 \_\_\_\_\_  
 Date  
Apr 29/13  
 \_\_\_\_\_  
 Date

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND USAGE FEE(S) WILL BE MADE.

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<b>For Office Use Only—To Be Completed by School Official</b>		
Cost for use of District property \$ _____	Cost for school employee \$ _____	Total cost \$ _____
Deposit \$ _____	Is deposit refundable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Deposit Received _____	Balance Due \$ _____	
Board employee(s) assigned: _____		
Board Action Date, if applicable _____	Board Order # _____	

Review/Revised:7/21/11

## Community Use of School Facilities

### **WHO MAY USE**

The Board may grant the use of school facilities to responsible and organized groups for purposes that provide demonstrable benefit to the schools or to the community as a whole. School facilities shall not be used for personal or commercial activities.

The Board may authorize the use of school property by public members of the community during non-school hours for the purpose of recreation, sport, academic, literary, artistic, or community uses as defined in KRS Chapter 162 pursuant to this and other policies adopted by the Board and related procedures established by the Superintendent.<sup>1</sup>

### **AVAILABILITY**

The Board shall determine when and which facilities will be available to the community and establish reasonable fees for their use.

### **APPLICATION AND CONTRACT**

The Board shall adopt an official application form and an official usage contract, both of which shall detail the conditions of usage. Officially authorized persons representing the using organization shall sign the application and contract. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

### **SCHEDULING**

The Superintendent or designee shall schedule the use of facilities.

### **LIABILITY**

The Board shall require a renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.

### **INSURANCE**

If the non-school related activity sponsored by the community group involves admission or is designated as a high-risk activity by the Superintendent or designee, the community group shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

### **FEES**

Groups shall pay a fee established annually by the Board to cover the cost of utilities and custodial care when facilities are used before/after regular school hours.

### **EXCEPTION**

Activities that are sponsored by approved student organizations, faculty groups, or school-related parent groups may use school facilities without charge when approved by the Principal and supervised by school personnel.

**Community Use of School Facilities**

**REFERENCES:**

<sup>1</sup>KRS 162.055

KRS 160.290; KRS 160.293

KRS 160.340; KRS 162.050

OAG 60-389; OAG 80-78

P.L. 107-110 (No Child Left Behind Act of 2001)

20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

**RELATED POLICY:**

10.3

Adopted/Amended: 07/26/2012

Order #: 60653

PRODUCER  CHAPPELL INSURANCE AGENCY 25807-A COX ROAD PETERSBURG, VA 23803	1-804-733-2020	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
INSURED  SPORTS NATION, LLC 210 HUDDERSFIELD DR RICHMOND, VA 23236	INSURER A: <b>NATIONWIDE MUTUAL INSURANCE COMPANY</b> INSURER B: <b>HARTFORD LIFE AND ACCIDENT COMPANY</b> INSURER C: INSURER D: INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>PLL-\$2,000,000</u> GEN'L AGGREGATE LIMIT APPLIES: <input type="checkbox"/> POLIC <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6B RPG-0000025319200	01/01/12	01/01/13	EACH OCCURRENCE \$ 2,000,000
	FIRE DAMAGE(any one fire) \$ 300,000				
	MED EXP (any one person) \$ 5,000				
	GENERAL AGGREGATE \$ 5,000,000				
	PERSONAL ADV INJURY \$ 2,000,000				
PRODUCTS - COMP/OP AGG \$ 2,000,000					
B	<b>OTHER</b> SECONDARY PARTICIPANT ACCIDENT	36-SB-206414	01/01/12	01/01/13	\$100,000 LIMIT \$100 Deductible
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ AGGREGATE \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS**

COVERAGE INCLUDES AMATEUR PLAY AND PRACTICE IN THE INSURED SPORT. TEAM OR LEAGUE LISTED BELOW IS A NAMED INSURED UNDER ABOVE REFERENCED SPORTS NATION SPORTS POLICIES.

**COVERAGE IS EFFECTIVE 12/6/2012.**

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER</b> _____	<b>CANCELLATION</b>
DIXIE CHIXX (1)Teams 180 LOUDEN RD CARROLLTON, KY 41008  CERTIFICATE #: SN SB-1-1613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE 